AGREEMENT

This Agreement is entered into by and between:

MANATRON, INC.
Hereinafter the "Company"
4625 West 86th Street, Suite 800
Indianapolis, Indiana 46268

And

RUSH COUNTY, INDIANA
Hereinafter the "Customer"
101 East 2nd Street
Rushville, Indiana 46173

GENERAL TERMS AND CONDITIONS

I. **PAYMENT**

The Company shall invoice 25% of the equipment and/or software amount on Agreement execution, 60% on shipment and 15% on Acceptance, except for those instances in which the total hardware and/or software amount is less than $10,000, in which case said amount shall be invoiced 100% on installation. Services shall be invoiced as provided, except for maintenance and support services which shall be invoiced annually, in advance, commencing on the first of the month next following installation. Unless Customer notifies Company that it rejects the hardware and/or software as non-conforming, hardware and/or software shall be deemed to be accepted by Customer thirty (30) days after installation.

Customer agrees to pay Company within thirty (30) days of receipt of an invoice. Customer agrees to pay a late payment charge at the rate of one and one-half percent (1 1/2 %) per month, or at the maximum late payment charge permitted by applicable law, whichever is greater, on any unpaid amount for each calendar month, or fraction thereof, that such payment is unpaid. Additionally, in the event payment is not received within 90 days of receipt of an invoice, Company reserves the right to repossess the hardware and/or software delivered and to discontinue all services under this Agreement

II. **TAXES**

Unless proof of exemption therefrom is provided, the Customer shall pay the Company all taxes (excluding taxes based on the Company's net income) together with penalties and interest related to prices, other charges, the equipment, software or services furnished under this Agreement, however designated, levied or based, whenever the Company must pay or collect the tax from the Customer according to applicable law, as interpreted by the departmental authorities of the taxing unit. It shall be the Customer's sole obligation to challenge the applicability of any tax. Any personal property taxes assessable on the equipment after shipment shall be borne by the Customer.

III. **LIMITATION OF LIABILITY**

During the term of this Agreement, Company shall maintain insurance coverage covering its operations as follows:

A. Workers' compensation and Employers' Liability in amounts no less than the limits of liability required by law.

B. Automobile Liability in an amount no less than $1,000,000.

V. **TECHNOLOGY LIFE EXPECTANCY**
Customer understands, acknowledges and agrees that the technology upon which computer equipment and software is based changes very rapidly. Company makes no representations that the equipment and/or software products identified on Schedules A and B of this Agreement will be functional for Customer indefinitely. Future resources may be necessary, which include, but are not limited to, additional disk storage and memory, as well as workstation/server and third-party software upgrades. Company believes that the products provided Customer hereunder will function in a satisfactory manner for a reasonable period of time; however, Company cannot guarantee that product upgrades will not be needed during the term of this Agreement. Any such upgrades and all associated costs thereof shall be Customer's responsibility.

VI. **REPRESENTATIONS AND WARRANTIES OF CUSTOMER**
The Customer represents and warrants to the Company that as of this date, and throughout the term of this Agreement the Customer is the entity indicated on the first page hereof. The Customer is authorized to enter into and to carry out its obligations under this Agreement. This Agreement has been authorized, executed and delivered by the Customer in accordance with all applicable laws, rules, ordinances and regulations. This Agreement is valid, legal, binding and enforceable in accordance with its terms. The person(s) signing this Agreement have the authority to do so, are acting with the full authorization of the Customer's governing body and hold the office indicated below their signatures, each of which are genuine. The Customer intends to use the equipment and/or software for the entire term of this Agreement and will take all necessary actions to include in its annual budget any funds required to fulfill its obligations for each fiscal year during such term.

VII. **AGREEMENT**
This Agreement, including the Schedules attached hereto and by this reference made an integral part hereof, constitute the complete and entire Agreement between the parties with respect to the subject matter hereof and supercedes all previous proposals, oral or written, express or implied, and all negotiations, conversations or discussions heretofore had between the parties related to the subject matter of this Agreement.

VIII. **GOVERNING LAW**
This Agreement will be interpreted under the laws of the Customer's state as of the effective date of this Agreement.

IX. **STATUTORY REQUIREMENTS**
All statutory requirements, as contemplated in the performance of the services to be provided hereunder, will be as the law has been enacted and interpreted by the courts of the Customer's state as of the effective date of this Agreement.

X. **CONFLICT**
In case of conflict between the terms of this Agreement and terms of the attached schedule(s), the terms of the attached schedule(s) will control

XI. **SEVERABILITY**
If any provision of this Agreement is declared invalid or unenforceable, such invalidity or unenforceability will not affect the balance of this Agreement, but the balance of this Agreement will be construed as if not containing the provision, and the rights and obligations of the parties will be construed and enforced accordingly, provided that same is not of a material nature and does not substantially affect the work or the cost associated.

XII. **AMENDMENT**
This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived, in whole or in part, except by a writing signed by both parties hereto.

EQUIPMENT AND SYSTEM SOFTWARE

I.   DELIVERABLES

Company agrees to provide the equipment and system software listed on Schedule A hereto during the term of this Agreement. Customer acknowledges and agrees that Company is not the manufacturer or developer, as the case may be, of any of the items contained on Schedule A.

II.   TITLE - EQUIPMENT

Title to the equipment shall vest with Customer immediately upon shipment of the equipment to the Customer. Company shall retain a security interest in the equipment until the amount shown on Schedule A and all other monies payable hereunder are paid in full.

III.   TITLE - SYSTEM SOFTWARE

Title to the system software provided under this Agreement shall at all times remain with the owner and Customer shall have no right, title or interest therein, provided, however, that Company shall provide for Customer a license to use said systems software for the term of this Agreement, subject to the owner's standard licensing terms.

IV.   INSTALLATION

The initial installation shall be performed by Company during Company's normal working hours. Company shall deliver and install the equipment as soon as reasonably possible.

V.   DESTINATION AREA TRANSPORTATION

Company shall arrange for transportation of the equipment and system software to the Customer's premises and Customer shall pay all transportation charges associated therewith.

VI.   RISK OF LOSS OR DAMAGE

Customer shall assume full risk of loss or damage to the equipment immediately upon its receipt at Customer's location. As long as Company holds a security interest in the equipment, Customer shall maintain the equipment in good operating condition; keep the equipment free from liens and encumbrances; not use or permit use of equipment in any manner likely to be injurious to it; nor remove or permit removal from original location; not make or permit alteration without the prior written consent of Company; permit inspection by Company at reasonable times; and procure and maintain fire, extended coverage, vandalism and malicious mischief insurance on the full value of the equipment, naming the Company as loss payee.

VII.   WARRANTY

The Company represents and warrants that it is authorized to transfer only those warranties, subject to certain limitations, conditions and qualifications, stipulated by the manufacturer or developer. The Company itself makes no warranties as to any equipment or system software, all of which, if any, are made solely by the manufacturer or developer.

THE ABOVE ARE THE ONLY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, THAT ARE MADE BY THE COMPANY WITH RESPECT TO EQUIPMENT AND SYSTEM SOFTWARE. THE COMPANY MAKES NO OTHER SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED. NO ORAL OR WRITTEN REPRESENTATIONS, INFORMATION OR ADVICE GIVEN BY THE COMPANY, ITS AGENTS OR ITS EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE ABOVE WARRANTIES, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE FOR THAT PURPOSE.

VIII. MINIMUM EQUIPMENT SPECIFICATIONS

In the event Customer should utilize any equipment and/or system software not expressly provided by Company under this Agreement, Customer shall, at its own cost and expense, ensure that said equipment and/or system software meets or exceeds the minimum specifications attached hereto as Exhibit A-1. Company represents that said minimum specifications are correct and necessary, as of the date of this Agreement, to ensure the proper operation of the latest Release of the Program Products provided herein.

APPLICATION SOFTWARE (cont.)

V.   DATABASES

Customer acknowledges and agrees that the structure and sequence of the databases and database files, including those created by Customer under this Agreement, are proprietary to Company and subject to the confidentiality requirements as set forth in this Agreement. Any data supplied by Customer shall remain the property of Customer. Upon termination of this Agreement and upon request by Customer, Company shall return the data to Customer in a format reasonably requested by Customer (other than Company's proprietary format) upon payment of Company's then current fee for this service. Customer shall in no event continue to use the database or database files or provide the database or database files to any third party after the termination date.

VI.   WARRANTY

Each Program Product is warranted, for a period of one year, to conform to the design specification for that release as designated on the Program Product specification or similar applicable release. Customer agrees that its sole and exclusive remedy and Company's sole obligation, if a Program Product warranted hereunder fails to conform to the applicable design specifications and Customer has advised Company of such failure in writing during the term of the warranty, is for Company to provide programming services to attempt to correct any defect in a timely manner. For purposes of this provision, non-conformance to design specification and the term "defect" shall mean only significant deviations from the design specifications for such current release of the Program Product. In the event Company does not correct any such defect after it has had reasonable opportunity to do so, Customer's exclusive remedy shall be the refund of the amount paid as the license fee for the defective Program Product

Company warrants that the Program Products will operate accurately, and will not abruptly end or provide invalid or incorrect results, during operation prior to, on or after January 1, 2000.

THE ABOVE IS THE ONLY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, THAT IS MADE BY THE COMPANY WITH RESPECT TO PROGRAM PRODUCTS. THE COMPANY MAKES NO OTHER SUCH WARRANTY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED. NO ORAL OR WRITTEN REPRESENTATIONS, INFORMATION OR ADVICE GIVEN BY THE COMPANY, ITS AGENTS OR ITS EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE ABOVE WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE FOR THAT PURPOSE.

VII.   INTELLECTUAL PROPERTY INDEMNITY

Company agrees to indemnify, save harmless and defend Customer, at the expense of Company, from any and all suits, judgments, costs, damages, claims, demands, actions, causes of action, proceedings, expenses or liabilities of any nature, which are threatened or brought against, or are incurred by, Customer arising from a claim that any element of the licensed application Program Products constitutes an infringement of any United States patent or copyright, or is a trade secret of another; provided, however, that Company is notified thereof promptly in writing. Company shall have the sole control of the defense of any such suit, proceeding or action. Company, in its sole discretion, shall have the right to settle any such suit, proceeding or action.

If the use of any element of a Program Product is enjoined or prohibited or threatened to be enjoined or prohibited as a result of any such claim, suit, action, proceeding or settlement, Company shall have the right to (a) procure for Customer the right to continue to use said element; (b,) replace said element with a comparable element which is non-infringing or is not such a trade secret; (c) modify said element so it becomes non-infringing or no longer is such a trade secret; or (d) terminate the license for said element and credit Customer the amounts Customer has paid to Company for said Program Product.

SUPPORT SERVICES

I. **DEFINITIONS**

"Designated Holiday"
Means each of the following days: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the immediately succeeding Friday, Christmas Eve and Christmas Day.

"Release"
Means a software product providing minor error corrections, modifications or enhancements to a Program Product Version and which is generally offered and expressly designated by the Company in its sole discretion as a Release.

"Version"
Means the original of or a successor to a specified Program Product and which is generally offered and expressly designated by the Company in its sole discretion as a Version.

"Error or Defect"
Means any failure of a Program Product to conform in all material respects to its functional specifications as published from time to time by Company.

II. **SCOPE OF SERVICES**
Company shall render to Customer the following services:

A. **SOFTWARE**
Program Products
Company shall provide support services for the Program Products identified on Schedule B hereto. Such services shall include troubleshooting, technical analysis, problem diagnosis and procedural assistance. All such services shall be provided via telephone contact with Customer and/or remote dial-up access by Company into Customer's computer system.

Company shall be responsible for using all reasonable diligence to attempt to correct or cure any verifiable and reproducible Error or Defect in a Program Product by issuing corrected instructions, a restriction, a bypass or procedural workaround or a new Release. Company shall not be responsible for correcting any Error or Defect in any version of the Program Products other than the most recent Version/Release of the Program Product, provided that Company shall continue to support prior Releases for a reasonable period sufficient to allow Customer to implement the newest Version/Release. In the event Company does not resolve an Error or Defect after it has had a reasonable opportunity to do so, Customer's exclusive remedy shall be the refund of the amount paid as the license fee for the defective Program Product.

Company shall issue new Releases of the Program Products from time to time to its contracted support customers. Such Releases may include functionality enhancements, error corrections and modifications required by legislation and/or administrative rule. Depending upon the scope and magnitude of the new components of a given Release, Company may, in its sole discretion, charge Customer additional fees for such Release. In such event, Company may spread its fees for such a Release proportionally among the users of the Program Product. In no event will any such fees exceed Company's then current list price for that Program Product.

From time to time, Company may develop a completely new Version of a Program Product. Said Version would typically incorporate the use of new technologies as well as the addition of significant functional enhancements. For such new Versions, Customer must pay additional license fees, as determined by Company. In such event, Company shall continue to support the prior Version of the Program Product for a reasonable period.

SUPPORT SERVICES (cont.)

II. SCOPE OF SERVICES (cont.)

C. GENERAL

Company shall maintain a toll-free telephone support line for Customer to report problems associated with the covered products listed on Schedules A and/or B. Telephone support is not intended to serve as a training facility.

Service coverage is 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding Designated Holidays.

The Company shall activate an escalation plan to involve the necessary technical resources should some extraordinary circumstance cause repair or problem resolution to extend beyond a reasonable time.

In certain situations associated with the repair or correction of a reported problem, additional effort may be necessary to return the system, as a whole, to normal operation, i.e., re-loading of system and/or application software, restoration of data files, etc. In such cases, it may be necessary to secure the onsite services of a Company technician. These services will be provided Customer at additional cost, billed at the Company's then current daily rate, plus travel related expenses.

Should the Customer from time to time require and request other services offered by the Company but not covered under this Agreement, the Company will provide such services at its then current time, materials and travel rates.

The Company reserves the right to request that Customer upgrade its equipment, systems software and/or Program Products to a subsequent or new release, version or model on Company request. Customer acknowledges, understands and agrees that in the event that Customer refuses to upgrade, Customer may preclude Company from performing its duties and obligations hereunder. In such event,

and notwithstanding any other provisions of this Agreement, Company reserves the right to discontinue support services.

Company shall have no responsibility or liability with respect to any problems associated in any way with Customer's installation and/or use of any equipment, system or application software purchased by Customer from another vendor. Customer acknowledges that its use of such products may adversely effect the operation of those products supplied by Company. In such event, Company will, at Customer's request, provide its best efforts to identify and, if practical, to resolve the problem. If the problem is ultimately determined by Company to be caused by or attributable to another vendor's product, Customer shall pay Company additional fees calculated at Company's then current time, material and travel rates.

III. TERM OF SUPPORT AGREEMENT

Support services shall commence on the first of the month next following installation and shall continue for an initial period of thirty-six (36) months.

This Agreement shall renew automatically for additional terms of twelve (12) months unless either party provides the other written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term.

SUPPORT SERVICES (cont.)

SCHEDULE A – EQUIPMENT/OPERATING SYSTEM SOFTWARE

I. EQUIPMENT

Description	Qty	Unit Price	Price	Monthly Service Price
Dell PowerEdge 4400, Intel PIII Xeon	1	$12,202.00	$12,202.00	(a)
- 1GHz/256K cache Processor				
- 1GHz/256K Dual Processor option kit				
- 2GB SDRAM Memory				
- (6) 18GB 1.0" Hard Drive, 15,000RPM Ultra 3				
- 15" Monitor				
- Perc3-Di RAID Enabler Kit w/128MB cache				
- Windows 2000 Server, 5 CAL's				
- Tape Backup, DLT1, 40/80GB				
- 17/40X SCSI CD ROM				
- Redundant Power Supply Kit				
- Tape Media DLT1 – 5 pack				
- Dell same day, 4 hour, on-site, 3 year warranty				
Dell OptiPlex GX240, 256K Cache/NIC Processor @ 1.8GHz	3	$1,595.00	$4,785.00	(b)
- 256MB SDRAM at 133 MHz A27				
- 17.9" color monitor				
- 40GB EIDE 7200 RPM Hard Drive				
- MS Windows Professional				
- 32MB ATI Rage Ultra 128				
- 3.5" Floppy disk drive				
- 48X CD-ROM Drive				
- 3 year, on-site, next day warranty				
Modem 56K Ext. Data/Fax US Robotics	1	$99.00	$99.00	(c)
Modem Cable 6ft.	1	$10.00	$10.00	(c)
Matrix Cable for Switch	1	$66.00	$66.00	(c)
SSII Switch 3300 24pt RJ45 10/100	1	$960.00	$960.00	$35.00 (d)
Total Equipment			$18,122.00	$35.00

(a) Has a three (3) year warranty; service includes same day, on-site, four hour response, warranty support provided five days/week, nine hours/day.

(b) Has a three (3) year warranty; service includes next day, on-site warranty support provided five days/week, nine hours/day.

(c) Has a one-year, return to factory warranty.

(d) Has next day, on-site maintenance provide five days/week, nine hours/day.

NOTE: Customer may be required to provide on-site assistance via telephone for remedial hardware and /or software maintenance.

Customer is responsible for providing a dedicated phone line

SCHEDULE A-1 - SYSTEM SPECIFICATIONS

Servers Components	Minimum Requirements	Recommended Configuration
Processor:	-700MHz Pentium III	-Dual 933MHz Pentium III
Memory:	**Servers not running RDBMS** -256MB of RAM **Servers running RDBMS** -512MB of RAM	**Servers supporting one application** -512MB of RAM **Servers supporting multiple applications** -1024MB of RAM
Disk Subsystem:	- Wide Ultra 2 SCSI Controller - (2) 18GB Wide Ultra2 SCSI Disk Drives (10k RPM) - 40X SCSI CD Rom Drive - 12/24GB 4mm, DAT Tape Drive or - 20/40GB DLT Tape Drive	- Wide Ultra3 RAID Controller(s) - RAID Level 1 Drive (Two 18GB 15,000(RPM) **Operating system and memory swap file** - RAID Level 1 Drive (Two 18GB 15,000 RPM) - RDBMS Logs - RAID Level 5 Drive (Three or more 18GB 15,000 RPM) **RDBMS Data and Image Data** - 35/70 DLT Tape Drive or Library
Network:	- 100Mbit PCI bus Ethernet Card - 56K US Robotics Modem (External)	- 100Mbit PCI bus Ethernet Card - 56K US Robotics Modem (External)
Software:	- Windows NT Server 4.0 SP5 - SQL Server 2000 - Veritas Backup Executive - PcANYWHERE	- Windows 2000 - InoculateIT

Network Components	Minimum Requirements	Recommended Configuration
Network:	-Category 5 UTP cable ran to each Ethernet Device Servers must have a 100Mbit per second Ethernet connection, all other devices must have a 10Mbit per second Ethernet Connection	-100Mbit Switched Ethernet for all devices

SCHEDULE B– APPLICATION SOFTWARE

I. APPLICATION SOFTWARE

Description	Qty	Unit Price	Price	Monthly Service Price
CAMA (Proval)				
CAMA Appraisal* (50 IAC 2.3)	5	$5,000.00	$25,000.00	$875.00
Manalink	1	$5,000.00	$5,000.00	$170.00
Total Application Software			$30,000.00	$1,045.00

* In the event of a conflict between terms of this agreement and the provisions of the Indiana Code, Non-Policy Statement, Rules and Regulations of the State Board of Tax Commissioners or the Requirements specified by Legislative Services Agency under the provisions of HEA 1499-2001, including but not limited to 50 IAC 12; such Code, Non-Rule Policy Statement, Requirements or Regulations shall prevail and shall be enforceable as if fully set forth herein.

SCHEDULE B TOTAL   **$30,000.00**

III. MISCELLANEOUS SERVICES

Description	Total Price	Monthly Support Fees
Pre Installation/Configuration	$2,000.00	N/A
Equipment Installation/Set Up	$3,500.00	N/A
Application Software Installation	$2,000.00	N/A
System Software Installation	$2,000.00	N/A
GovernMax License/Setup/Implementation	$11,400.00	$750.00
Network/Cabling	$2,145.00	N/A
Total Miscellaneous Services	**$23,045.00**	**$750.00**

Company shall provide database-hosting services to facilitate Internet access of Customer's CAMA data, in accordance with the terms and conditions of the Database Hosting Services Agreement attached hereto as Schedule D.

SCHEDULE C TOTAL   **$37,045.00**

2.3 <u>Limitation</u>. With respect to Manatron's obligations regarding the Database, Manatron and Customer mutually acknowledge that data entry, communication and storage are subject to a possibility of human and machine errors, omissions, delays, down time, and losses, including inadvertent loss of data or damage to media, which may give rise to loss or damage or which may prevent access to the Database. Neither party undertakes or accepts any liability whatsoever to the other for errors, omissions, delays, interruptions, or losses, unless caused by that party's willful misconduct.

2.4 <u>Optional Services</u>. Manatron may provide Customer with other services as the parties may agree upon in writing in attached <u>Appendix A</u>.

3. **Customer Access of Database.**

3.1 <u>Link</u>. Customer shall have access to the Database by linking to the web server located at the address specified in <u>Appendix A</u> ("**Web Site Address**"). Customer shall be exclusively responsible for the purchase and maintenance of any third-party software and hardware that it needs to operate the Software, access the Database and update the information on the Database under this Agreement.

3.2 <u>Database Information</u>.

3.2.1 Customer is exclusively responsible for the content and accuracy of any data it submits to Manatron for inclusion in the Database. Manatron will include such information in the Database as it is properly submitted. Customer is responsible for its data and media while such data and media are in transit to or from Manatron. Manatron may refuse to accept, and may return to Customer, any data that in Manatron's opinion (a) does not comply with Manatron's applicable standards and procedures, or (b) are otherwise not in proper machine-readable form. Customer will be responsible for correcting rejected data and submitting the same for reentry on the Database.

3.2.2 Customer shall retain ownership of the data (in raw form prior to any formatting by the Software) that is submitted to Manatron. Customer grants Manatron the right and license to include the data in the Database and agrees that Manatron shall be the sole and exclusive owner of the Database as a compilation of data. Manatron shall have the right to license, sell, and create derivative works from all data included in the Database.

3.2.3 Customer shall be responsible for updating the information on the Database on a daily basis in accordance with the procedures set forth in <u>Appendix A</u>.

3.2.4 <u>Customer Home Page; Subscriber Access</u>. Access to the Database shall be available to subscribers through a web site that Customer shall develop and maintain. Customer shall be responsible for the content of and maintenance of the web site. Subscribers shall have access to the Database in accordance with terms and conditions set forth at the Host Site.

4 **Data Conversion Software License.**

4.1 <u>Grant</u>. In consideration of the payment of the fees described in Section 6.1, and subject to the terms and conditions set forth in this Agreement, Manatron grants to Customer a nontransferable, nonexclusive license to: (a) use the data conversion computer software identified on the attached <u>Appendix A</u> (the "**Software**"); and (b) access and use the Database.

6.2 <u>Revenue Sharing</u>. (If applicable as set forth in Appendix A) Manatron shall administer subscriptions to the Database in cooperation with Customer and shall collect the agreed-upon subscription fees. Gross receipts collected by Manatron for subscriptions shall be shared with Customer in accordance with the terms set forth in <u>Appendix A</u>. Unless otherwise specified in Appendix A, Manatron shall pay to Customer on a quarterly basis, Customer's share of the subscription receipts collected during the preceding calendar quarter.

6.3 <u>Payment Term</u>. All payments shall be due and payable in accordance with the payment terms set forth in <u>Appendix A</u>. If no payment date is specified, payment shall be due within thirty (30) days of receipt of an invoice from Manatron. Customer shall pay a late payment charge at the rate of one percent (1%) per month, or the maximum late payment charge permitted by applicable law, whichever is less, on any amount that remains unpaid after it is due.

6.4 <u>Taxes</u>. Unless proof of exemption there from is provided, the Customer shall pay the Company all taxes (excluding taxes based on Manatron's net income) together with penalties and interest related to prices, other charges, the equipment, software or services furnished under this Agreement, however designated, levied or based, whenever Manatron must pay or collect the tax from the Customer according to applicable law, as interpreted by the departmental authorities of the taxing unit. It shall be the Customer's sole obligation to challenge the applicability of any tax.

7 Warranties.

7.1 <u>Disclaimer.</u> TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DATABASE, HOST SITE, SOFTWARE AND RELATED SERVICES ARE PROVIDED TO CUSTOMER "AS IS" AND WITH ALL FAULTS WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND. CUSTOMER'S USE OF THE DATABASE, HOST SITE, SOFTWARE AND DATA IS AT ITS SOLE RISK. MANATRON EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES AND ACCURACY OR COMPLETENESS OF INFORMATION OR RESULTS.

8 Limitation of Liability.

8.1 <u>Assumption of Risks</u>. Manatron shall not be liable for, and Customer hereby assumes the risk of and shall indemnify and hold harmless Manatron against, any claim, injury, loss, damage or expense (including attorneys' fees), either direct or indirect, incurred, made or suffered by Customer in connection with or in any way arising out of the furnishing, performance or use of the Software, the Host Site and/or the Database.

8.2 <u>Limitation</u>. MANATRON'S LIABILITY FOR DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY, SHALL NOT EXCEED THE LICENSE FEES PAID BY CUSTOMER FOR THE SOFTWARE DURING THE PRECEDING 12-MONTH PERIOD. IN NO EVENT SHALL MANATRON BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, EVEN IF MANATRON HAS, OR SHOULD HAVE HAD, ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, OF THE POSSIBILITY OF SUCH DAMAGES. MANATRON SHALL NOT BE LIABLE TO CUSTOMER ON ACCOUNT OF ANY LOSS OR DAMAGE RESULTING FROM ANY DELAY OR FAILURE TO PERFORM ALL OR ANY PART OF THIS AGREEMENT WHERE SUCH FAILURE IS CAUSED IN WHOLE OR IN PART BY EVENTS, OCCURRENCES, OR CAUSES BEYOND ITS REASONABLE CONTROL.

9 General Terms.

9.1 <u>Independent Contractor</u>. Nothing in this Agreement shall be deemed to make Customer an agent, employee, or joint venturer of Manatron.

9.2 <u>Notices</u>. All notices given under this Agreement shall be in writing and mailed by regular first-class mail, return receipt requested, postage prepaid, and addressed to the parties at the addresses first given above or at such other address as may be specified by the party from time to time.

DATABASE HOSTING SERVICES AGREEMENT

APPENDIX A

1. **Annual Database Hosting Fee** (invoiced monthly)		See Schedule C
2. **Licensed Software**	PropertyMax	See Schedule C
3. **Additional Services** Set Up and Implementation		Included
4. **Additional Services** Set Up and Implementation		See Schedule C
5. **Web Server Address**		<u>Domain Name is to be registered after contract signing</u>
6. **Updates to Database**		*Frequency.* Customer shall provide Manatron with updated information for the Database every: <u>Daily Basis</u> *(insert time period).*
		Method. Customer shall provide Manatron with updated information for the Database using the following procedure: <u>Internet FTP</u>
7. **Other Terms and Conditions**		None

AGREEMENT ACCEPTANCE

MANATRON, INC. and Customer, by signature below, acknowledge that they have read this Agreement, including the schedules detailed below, understand it and agree to all its terms and conditions. This Agreement constitutes the entire Agreement, between the parties and supersedes all prior communications, proposals, or agreements relative to the hardware, software or services outlined herein.
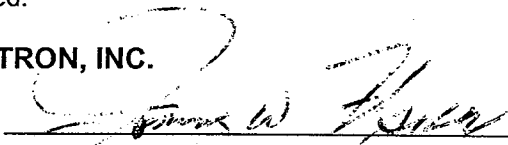
Schedules that are a part of this Agreement, include:

> Schedule A – Equipment/Systems Software
> Schedule B – Application Software
> Schedule C – Services
> Schedule D – Data Base Hosting Service Agreement
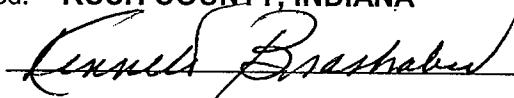> Schedule E – Summary

Accepted:

MANATRON, INC.

By _____

Title ___ James W. Flake, Executive Vice President ___
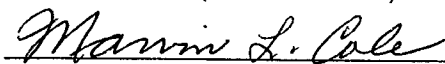
Date ___ 1-7-2002 ___

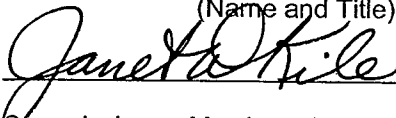Accepted: **RUSH COUNTY, INDIANA**

By _____
Commissioner/President, Mr. Kenneth Brashaber
(Name and Title)

By _____
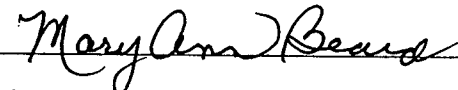Commissioner, Mr. Marvin Cole
(Name and Title)

By _____
Commissioner, Ms. Janet Kile
(Name and Title)

Date ___ 01-07-02 ___

Attested:

By _____
Auditor, Ms. Mary Ann Beard
(Name and Title)